



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

October 11, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90020

Dear Supervisors:

**APPROVAL OF A TWENTY YEAR LICENSE WITH TRANS AMERICA
BROADCASTING CORPORATION FOR OPERATION OF BROADCASTING
FACILITIES AT KENNETH HAHN RECREATION AREA
(Second District – 3-Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the attached License Agreement is exempt from the California Environmental Quality Act (CEQA) according to a Section of State CEQA Guidelines and Class of the Environment Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, cited herein.
2. Find that the approval of the attached License Agreement, pursuant to the requirements of Government Code Section 25526.6, is in the public interest and will not substantially conflict or interfere with the use of the property by the County.
3. Approve and instruct the Chair to sign the attached License Agreement between the County and Trans America Broadcasting Corporation for the continued operation of the broadcasting facilities at Kenneth Hahn Recreation Area for a term of twenty (20) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action would approve a twenty (20) year License Agreement with the Trans America Broadcasting Corporation (Trans America) for the continued operation of their broadcasting facilities at Kenneth Hahn Recreation Area. The current agreement was approved by your Board on November 5, 1985, and expires on November 4, 2005.

Since 1957, Trans America has maintained and operated two radio broadcasting towers immediately west of Baldwin Hills Reservoir site. Until the County purchased the property for park purposes in 1984, the operation was permitted under licenses issued by the City of Los Angeles, Department of Water and Power. Trans America Broadcasting Corporation, which operates radio station KTYM, desires to continue its operation of the broadcasting facilities on this site. This Department has determined that such operation would not unduly affect the use of the property for park and recreation purposes, and has negotiated the attached license agreement to allow the operation to continue.

Implementation of Strategic Plan Goals

The proposed License Agreement will further the Board-approved County Strategic Plan Goal 4, Fiscal Responsibility, by generating revenues and providing funding for infrastructure maintenance and repair within Kenneth Hahn Recreation Area. It will also further Goal 6, Community Services, by providing for a broadcasting facility that may be used to provide information to the local community.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the License, Trans America Broadcasting pays the County a minimum of \$8,040 per year during the first five (5) years, with an increase of three percent (3%) for each five (5) year period through the term of the License Agreement. Trans America will be responsible for all costs and liabilities associated with the operation and maintenance of the facility.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 25526.6 permits the County to license its property to a public corporation if your Board finds that such conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County.

Trans America is a public corporation and the License Agreement is in the public interest and will not substantially conflict or interfere with the use of the property by the County. The Agreement provides for a 360 day cancellation by the County upon submission of a written notice to the Licensee. Trans America has executed the attached License Agreement and agreed to hold harmless and indemnify the County during the term of this License Agreement.

County Counsel has approved this License Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of the License Agreement is exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the State CEQA Guidelines, and Class 1 (r) of the Environmental Document Reporting Procedures and the Guidelines adopted by your Board on November 17, 1987, because it involves licensing at existing facilities.

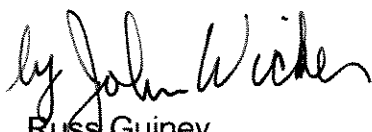
IMPACT ON CURRENT SERVICES

As previously indicated, the broadcasting facility is located in the remote area at the east end of the park. As a result of this location, there will be no impact on current services.

CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached contract be mailed to the General Manager, Trans America Broadcasting Corporation, 6803 West Boulevard, Inglewood, California 90302. It is also requested that one (1) conformed copy of the contract be forwarded to this Department.

Respectfully submitted,


Russ Guiney
Director

MJK:tls

Attachment

c: Executive Officer (22)



LICENSE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

TRANS AMERICA BROADCASTING CORPORATION

FOR

**THE OPERATION OF BROADCASTING FACILITIES
AT THE KENNETH HAHN STATE RECREATION AREA**

**AGREEMENT PROVISIONS
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EXHIBIT B – SAFELY SURRENDERED BABY LAW

**LICENSE AGREEMENT FOR
THE OPERATION OF BROADCASTING FACILITIES AT THE
KENNETH HAHN STATE RECREATION AREA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as
"County",

AND

**TRANS AMERICA BROADCASTING
CORPORATION**, hereinafter
referred to as "Licensee",

RECITALS:

WHEREAS, County and the State of California entered into an Operating Agreement dated June 7, 1983, whereby the County agreed to develop, operate, maintain, and control Kenneth Hahn Recreation Area for a period of 50 years; and

WHEREAS, A license as authorized pursuant to Government Code Section 25526.6 for the use of a portion of land within the Kenneth Hahn Recreation Area is consistent with said Operating Agreement; and

WHEREAS, Licensee and County agree that Licensee's operation of the broadcasting facilities at Kenneth Hahn Recreation Area is in the public interest and shall not interfere with the public's use of Kenneth Hahn Recreation Area; and

WHEREAS, Licensee is willing to exercise the grant of such a license agreement in accordance with the terms and conditions prescribed therefore; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 DEFINITIONS

- 1.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
- 1.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - 1.2.1 **Board:** The Board of Supervisors of the County of Los Angeles or an authorized representative thereof.
 - 1.2.2 **County:** The County of Los Angeles.
 - 1.2.3 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.
 - 1.2.4 **State:** The State of California.
 - 1.2.5 **Zoning Administrator:** The Director of the Los Angeles City Department of City Planning or an authorized representative thereof.

2.0 USE GRANTED

- 2.1 Licensee is hereby authorized to maintain and operate two (2) radio broadcasting towers, underground radial wires and a transmitter building on the licensed property and is allowed ingress to and egress and access to utilities from said licensed property over and across property under control of County. The licensed premises shall be used only for its authorized purposes, and such other purposes as are directly related thereto provided express written approval therefore is granted by the Director, and for no other purposes whatsoever.
- 2.2 Licensee, at its own expense, shall provide and maintain at all times during the term of this license such fencing, screening, walls, or other barriers deemed to be necessary, at the sole discretion of County to prevent public contact with any and/or all structures and improvements maintained and operated on the licensed property by the Licensee. Any

such barriers shall only be constructed or altered with the prior written approval of the Director.

- 2.3 It is understood that County, at its sole option, may develop and maintain landscaping on the licensed premises, including but not limited to, grading, filling, compaction, installation of irrigation systems, planting, replanting, and periodic maintenance of landscaping at any time during the term of this license. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from any such activities. However, County will consult with Licensee prior to commencement of any substantial work.
- 2.4 It is further understood that the licensed property, outside of any areas fenced or screened with the prior written approval of the Director, may be made freely accessible to the public for park and recreation purposes. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from such public use of the licensed property outside of the fenced area.
- 2.5 The right and permission of Licensee is subordinate to the prior and paramount right of County to use said real property for the public purposes to which it now is and may, at the option of the County, be devoted. Licensee undertakes and agrees to use said real property and to exercise this license jointly with County, and will at all times exercise the permission herein given in such manner as will not injure or interfere with the full use and enjoyment by the public of the premises lying outside of any authorized barriers.

3.0 LICENSED PREMISES

- 3.1 The real property located within the boundaries of Kenneth Hahn Recreation Area, hereinafter referred to as "licensed premises," as shown in Exhibit A, attached hereto and incorporated herein by reference, and as described as follows:

That portion of that certain property as conveyed to the City of Los Angeles described and designated as Parcel 1, in deed recorded in Book 23916, Page 141, of Official Records, on file in the office of the Recorder of the County of Los Angeles, being a portion of the Rancho Cienega O'Paso de la Tijera, as described in deed to Anita M. Baldwin, recorded in Book 1324, Pages 228 through 231, inclusive, of Official Records, on file in said County Recorder's office, lying within and bounded by a perimeter of a circle 334 feet in diameter, the center point of said circle being described as follows:

The basis of bearings for the purpose of this description is taken from deed recorded in said Book 23916, Page 141 of Official Records, on file in said County Recorder's office.

Beginning at the southeasterly terminus of that certain course on the westerly property line of that certain property described in deed recorded in said Book 23916, Page 141, of Official Records, (said course having a bearing of North 36° 14' 42" West and a distance of 477.38 feet); thence North 36° 14' 42" West 190.00 feet; thence leaving said westerly line North 54° 42' 48" East 265.38 feet to the center point of said circle.

- 3.2 Licensee acknowledges personal inspection of the licensed premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the licensed premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.
- 3.3 Licensee may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the premises at Licensee's expense, provided written approval thereof is first obtained from the Zoning Administrator and Director, permits are obtained therefore as hereinafter required, and there is compliance with such terms

and conditions relating thereto, as may be imposed thereon by the Director.

- 3.4 Licensee hereby acknowledges the title of the County or its successors in said real property, to the licensed premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title. Licensee further agrees that Licensee's use and occupancy of said premises shall be referable solely to the permission herein granted.
- 3.5 Ownership of all improvements constructed by Licensee upon the licensed premises and all alterations, additions or betterments thereto shall remain in Licensee until termination of this Agreement. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture, revocation, or otherwise, shall promptly restore the premises to a condition reasonably compatible with the surrounding area, to the satisfaction of County. In the event of Licensee's failure to do so, County may restore said premises entirely at the risk and expense of the Licensee.

4.0 TERM

- 4.1 The term of this License shall be for a period of twenty (20) years commencing on November 5, 2005, unless terminated as provided hereinafter.
- 4.2 In the event Licensee holds over beyond the term herein provided with the consent, express or implied, of Director, such holding shall be from month to month only, subject to the conditions of this Agreement; shall not be a renewal thereof; and shall be consistent with the schedule of consideration provided for hereinafter in Section 5.
- 4.3 Regardless of the manner or duration of use or occupancy of said premises by Licensee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this license may be revoked by County at any time by giving 360 days' written notice of revocation to Licensee.

5.0 CONSIDERATION

- 5.1 In consideration for the use granted herein, Licensee shall pay the County the following amount per month, due and payable the first day of each calendar month in advance:

Per Month	
<u>License Period</u>	<u>Amount</u>
11/05/05 – 11/04/10	\$670
11/05/10 – 11/04/15	\$690
11/05/15 – 11/04/20	\$711
11/05/20 – 11/04/25	\$732

- 5.2 Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927 or such other place as may hereafter be designated in writing to the Licensee.

6.0 FEDERAL COMMUNICATIONS COMMISSION AND THE CIVIL AERONAUTICS BOARD

The operation of the said radio broadcasting station by Licensee shall be conducted in accordance with the rules and regulations, including any requirement for additional FM antennae and transmitters, as established by the Federal Communications Commission (FCC) and the Civil Aeronautics Board and no structure or facility of any kind shall be erected thereon unless evidence shall have first been furnished to the Department indicating approval by said Federal Communications Commission and Civil Aeronautics Board.

7.0 SECURITY DEPOSIT

- 7.1 Prior to the commencement of this Agreement, Licensee shall pay to the Director the sum of THREE THOUSAND DOLLARS (\$3,000). In lieu thereof, Licensee may deposit said amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan institution whose deposits are insured under Title 4

of the National Housing Act (12 U.S.C. 1724 et seq.), provided that a certificate of deposit is delivered to the Director giving County the exclusive right to withdraw any or all of said amount during the term of this Agreement. Licensee shall be entitled to any and all interest accruing from said certificate of deposit.

- 7.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; loss of revenue due to abandonment; discrimination; a breach of obligations assumed by Licensee herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 7.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages Licensee shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.
- 7.4 Said Deposit shall be returned to Licensee upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

8.0 OPERATING RESPONSIBILITIES

8.1 Advertising Materials and Signs

Licensee shall not post signs upon the licensed premises or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefore is obtained from the Director.

8.2 Compliance with Laws, Rules and Regulations

Licensee shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the use and/or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Licensee shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation insofar as the same or any of them are applicable.

8.3 Habitation

The licensed premises shall not be used for human habitation

8.4 Illegal Activities

Licensee shall not knowingly permit any illegal activities to be conducted upon the licensed premises.

8.5 Maintenance

Licensee shall be responsible for maintaining the licensed premises in good and substantial condition.

8.6 Non-Interference

Licensee shall not interfere with the public use of the Kenneth Hahn Recreation Area.

8.7 Safety

Licensee shall immediately correct any unsafe condition on the licensed premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the licensed premises. Licensee shall cooperate fully with County in the investigation of any accidental injury or death occurring on the licensed premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety

inspections and certifications of any and all Licensee's structures and enclosures.

8.8 Sanitation

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the licensed premises and within a distance of fifty (50) feet thereof, and Licensee shall prevent any accumulation thereof from occurring.

8.9 Security Devices

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the concession premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

8.10 Utilities

Licensee shall pay for all costs, fees or charges for the application, installation, maintenance or the use of any utilities or services required in the exercise of the permission herein granted. Licensee waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, electrical apparatus or wires serving the licensed premises.

9.0 TERMS AND CONDITIONS

9.1 AGREEMENT ENFORCEMENT AND AMENDMENTS TO THE AGREEMENT

9.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

9.1.2 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be

entitled to recover its attorney's fees and costs incurred in the action brought thereon.

9.1.3 This document may be modified only by further written agreement between the parties hereto. County's Board of Supervisors hereby authorized the Director to act on its behalf in negotiations, approval, preparation and execution of any modification deemed necessary by said officer in the proper administration of this Agreement. Director shall consult with appropriate County employees and officials in the preparation of such contract amendments and in all circumstances shall obtain County Counsel's approval as to form prior to execution of final documents(s). Any such modification shall not be effective unless and until executed by Licensee and in the case of the County, until approved by the Director.

9.2 ASSIGNMENT AND SUBLETTING

Licensee shall not assign in part or in whole, sublicense, or otherwise transfer its rights under this license, except that Licensee may renew sublicense agreements for the use of the towers and transmitter building to duly licensed radio broadcasting companies consistent with FCC regulations that are currently existing at the time of approval by the Board of Supervisors as provided hereinbefore in Paragraph 4.1. Except as provided in the preceding sentence, any attempt by Licensee to assign or otherwise transfer rights under this license shall be void and Licensee shall remain liable to County for performance of all Licensees' obligations under the terms of this license.

9.3 CANCELLATION

9.3.1 This license may be revoked by County in the event of any failure or refusal on the part of Licensee to keep or perform the terms and conditions herein.

9.3.2 Upon the occurrence of any one or more of the Events of Default described in sub-Paragraph 9.9, this Agreement shall be subject to

cancellation by County's Board of Supervisors. As a condition precedent to the Director recommending cancellation to said Board, the Director shall give Licensee ten (10) days notice by personal service or by registered or certified mail of the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such recommendation by the Director, if request is made therefore.

- 9.3.3 County shall have the right to effect cancellation of this license and recover from Licensee the balance of the unpaid rent at the time of the breach together with (a) the amount of rental to which the County would be entitled during the remaining term of the license, (b) any damages to the premises, and (c) attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.
- 9.3.4 Upon cancellation, County shall have the right to take possession of the licensed premises, including all improvements to the licensed premises and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.
- 9.3.5 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

9.4 CONFLICT OF INTEREST

- 9.4.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing

evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.4.2 The Licensee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

9.5 LICENSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all companies doing business with County to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

9.6 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Licensee's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Licensee's compliance with all agreement terms and performance standards. Licensee deficiencies that County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action

measures taken by the County and Licensee. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

9.7 EVENTS OF DEFAULT

9.7.1 The failure of Licensee to pay the amount due in Section 5, Consideration, for the use granted herein in the manner and amount set forth hereinbefore.

9.7.2 The failure of Licensee to operate in a manner required by this Agreement.

9.8 INDEPENDENT LICENSE

This license is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Licensee. Licensee shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of Licensee pursuant to this license.

9.9 INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless County, its Special Districts, elected and appointed, officers, employees, and agents (County) and the State of California from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts and/or omissions arising from and/or relating to this agreement. Licensee's duty to indemnify the County and State shall survive the expiration or other termination of this agreement.

9.10 INSURANCE REQUIREMENTS

Without limiting Licensee's indemnification of County, and the State of California, the Licensee shall provide and maintain at its own expense, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this agreement. Such insurance is to

be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approve by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County.

9.10.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Department of Parks and Recreation, Attention: Toni Simmons, 433 South Vermont Avenue, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverage's required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, and the County of Los Angeles Flood Control District, its officials, officers and employees as insureds for all activities arising from this Agreement.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Licensee to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Licensee to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense.

Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.10.2 Notification of Incidents, Claims or Suits

Licensee shall report to County:

- a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- b. Any third party claim or lawsuit filed against Licensee arising from or related to services performed by Licensee under this Agreement.
- c. Any injury to a Licensee employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this Agreement.

9.10.3 Insurance Coverage Requirements for Sublicenses

Licensee shall ensure any and all sublicenses performing services under this Agreement meet the insurance requirements of this Agreement by either:

- a. Licensee providing evidence of insurance covering the activities of sublicenses; or
- b. Licensee providing evidence submitted by sublicenses evidencing that sublicenses maintain the required insurance coverage. County retains the right to obtain copies of evidence of sublicenses insurance coverage at any time.

9.11 INSURANCE COVERAGE REQUIREMENTS

- 9.11.1 Licensee shall provide and maintain, throughout the term of this Agreement, the following programs and amounts of insurance:

- a. **General Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- b. **Automobile Liability:** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Such insurance shall include coverage for all "owned" "non-owned and hired" vehicles, or coverage for "any auto".

- c. **Workers Compensation and Employer's Liability:** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Licensee is responsible. If Licensee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Licensee is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Licensee and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

9.11.2 Failure to Procure Insurance

- a. Failure by Licensee to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Licensee, County may deduct from sums due to Licensee any premium costs advanced by County for such insurance.
- b. Notwithstanding the above and in the event that Licensee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all costs incurred by County.

9.12 NON-DISCRIMINATION

- 9.12.1 Licensee hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, and the Americans with Disabilities Act of 1990, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability, be subject to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

- 9.12.2 Licensee certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, age, marital status, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964, the Unruh Civil Rights Act, the Cartwright Act, and the State Fair Employment Practices Act.
- 9.12.3 Licensee certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, sex, age, marital status, or disability.
- 9.12.4 All employment records of employees working at the Licensed Premises shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by Licensee in the areas heretofore described. All information obtained in connection with the inspections of records shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.
- 9.12.5 If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. County reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated State or Federal non-discrimination laws or regulations shall constitute a finding

by County that Licensee has violated the non-discrimination provisions of this Agreement.

9.12.6 The parties agree that in the event Licensee violates the non-discrimination provisions contained herein, County shall, at its option, be entitled to a sum of FIVE HUNDRED DOLLARS (\$500.00) pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement. Licensee further agrees that FIVE HUNDRED DOLLARS (\$500.00) is a reasonable sum under all of the circumstance existing at the time of the execution of this Agreement.

9.13 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Licensee shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

9.14 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Licensee shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

9.15 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a

post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be General Manager, Trans America Broadcasting, 6803 West Boulevard, Inglewood, California 90302, or such other place as may hereafter be designated in writing to the Director by Licensee. The address to be used for any notice served by mail upon County shall be 433 South Vermont Avenue, Los Angeles, CA 90020, Attention: Contract and Golf Operations, or such other place as may hereafter be designated in writing to Licensee by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner.

9.16 RECYCLED-BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Licensee agrees to use recycled-content paper to the maximum extent possible on this Agreement.

9.17 RIGHT OF ENTRY

Any officers and/or authorized employees of the County may enter upon the licensed premises at any and all reasonable times, subject to being accompanied by the Licensee's engineer, for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the licensed premises.

9.18 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

9.19 SURRENDER OF PREMISES

Upon termination of this Agreement, Licensee shall peaceably vacate the premises and any and all improvements located thereon and deliver up

the same to County in a reasonably good condition, ordinary wear and tear excepted.

9.20 TERMINATION FOR IMPROPER CONSIDERATION

9.20.1 County may, by written notice to Licensee immediately terminate the right of Licensee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Licensee, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the Agreement in the event of such termination, County shall be entitled to pursue the same remedies against Licensee as it could pursue in the event of default by the Licensee.

9.20.2 Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 OR (800) 544-6861 or to such other number as may be provided to Licensee in writing by County.

9.20.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.21 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Licensee and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Licensee or any County Lobbyist or

County lobbying firm retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

9.22 WAIVER

- 9.22.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.
- 9.22.2 No delay, failure, or omission of County to re-enter the licensed premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.
- 9.22.3 No notice to Licensee shall be required to restore or revive "time of the essence" after the waiver by County of any default.
- 9.22.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

10.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto, constitutes the entire agreement between County and Licensee for the authorized operations and use

granted herein within the Kenneth Hahn Recreation Area. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the Licensee's operation and the licensed premises to be used in the conduct thereof.

11.0 AUTHORIZATION WARRANTY

The Licensee represents and warrants that the person executing this Contract for the Licensee is an authorized agent who has actual authority to bind the Licensee to each and every term, condition, and obligation of this Contract and that all requirements of the Licensee have been fulfilled to provide such authority.

IN WITNESS WHEREOF, Licensee has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attest by the Executive Officer-Clerk of the Board thereon, on the day and year first above written.

LICENSEE

TRANS AMERICA BROADCASTING
CORPORATION

By 

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors


ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Senior Deputy

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

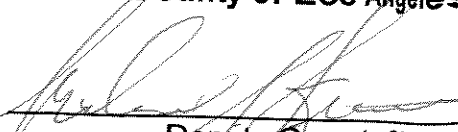
On this 29th day of September, 2005, before me,
Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles,
personally appeared Gerardo Borrego, as the
President of Trans America Broadcasting Corporation personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument and acknowledged to me that the person
executed the same in his / her authorized capacity, and that by his / her signature on the
instrument the Corporation upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.



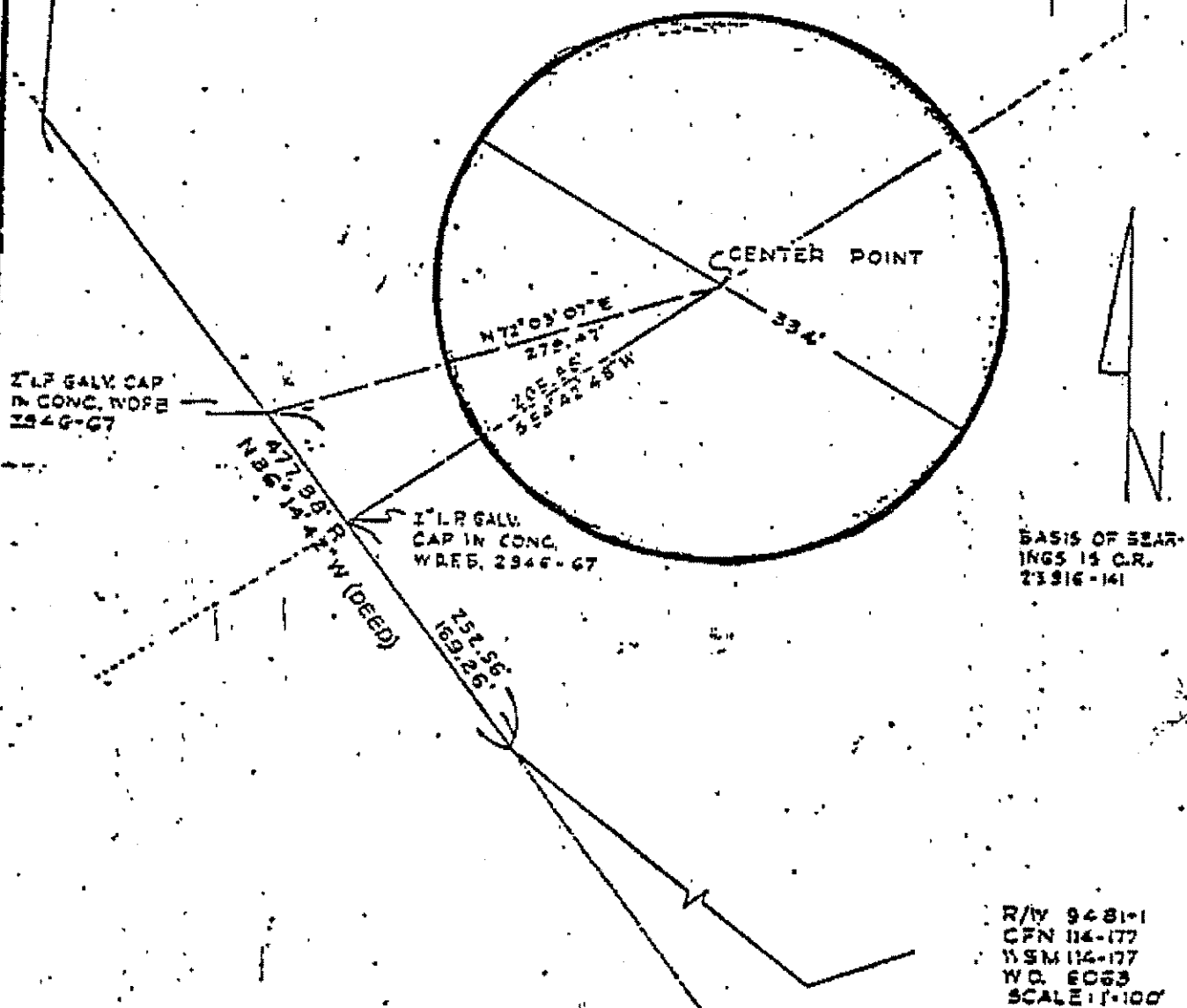
Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By


Deputy County Clerk

WATER SYSTEM PROPERTY
BALDWIN HILLS RESERVOIR

PARCEL NO 1
O.R. 23915-141
(W 3324)



IOS NO.	DATE
DES.	DRW. NO.
DR.	
CK.	

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

EXHIBIT B

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apollada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT B

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso o negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.